

SO ORDERED.



1 **TIFFANY & BOSCO**
2 P.A.
3 **2525 EAST CAMELBACK ROAD**
4 **SUITE 300**
5 **PHOENIX, ARIZONA 85016**
6 **TELEPHONE: (602) 255-6000**
7 **FACSIMILE: (602) 255-0192**

Dated: April 13, 2011

Charles G. Case
CHARLES G. CASE, II
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

11-07253

10 **IN THE UNITED STATES BANKRUPTCY COURT**

11 **FOR THE DISTRICT OF ARIZONA**

13 IN RE:

No. 2:11-bk-02673-CGC

14 Dean A. Minton, Jr. and Kathleen L. Minton
15 Debtors.

Chapter 7

16 Desert Schools Federal Credit Union
17 Movant,

ORDER

18 vs.
19 Dean A. Minton, Jr. and Kathleen L. Minton,
20 Debtors, Lothar Goernitz, Trustee.

(Related to Docket #15)

Respondents.

21
22 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
23 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
24 and no objection having been received, and good cause appearing therefore,

25 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

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1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated July 16, 2003 and recorded in the office of the
3 Maricopa County Recorder wherein Desert Schools Federal Credit Union is the current beneficiary and
4 Dean A. Minton, Jr. and Kathleen L. Minton have an interest in, further described as:

5 The North 305 feet of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter
6 of Section 9, Township 6 North, Range 3 East, of the Gila and Salt River base and meridian,
Maricopa County, Arizona;

7 EXCEPT the west 33 feet ; and

8 EXCEPT the East 468 feet 2 inches; and

9 Except all coal and other minerals as reserved in patent from United States of America.

10 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
11 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
12 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
13 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
14 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

15 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
16 to which the Debtor may convert.

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